

167992

Solutia Inc.
10300 Olive Boulevard
P.O. Box 66760
St. Louis, Missouri 63166-6760
Tel 314-674-1000

June 30, 1999

VIA FEDERAL EXPRESS

Mr. Michael McAteer
U.S. EPA – Region 5
77 West Jackson Blvd. (SR-6J)
Chicago, IL 60604-3590

**Re: Sauget Sites Area I – January 21, 1999 Administrative Order by Consent
July 1, 1999 Update re Access Agreements**

Dear Mike:

Solutia Inc. continues to make steady progress toward obtaining the required access agreements for the properties involved in the EE/CA and FI/FS. To date, Solutia has obtained eighteen (18) signed access agreements, and is optimistic that it can reach agreements with three (3) additional landowners. Solutia has also continued its efforts to negotiate with five (5) remaining landowners, although Solutia is not confident that these negotiations will result in signed agreements, given the lack of responsiveness and/or cooperation from these landowners. Finally, Solutia continues to investigate the ownership of two (2) parcels of property for which EPA ownership information was incorrect.

Solutia's efforts are described more fully in the enclosed attachments. Attachment 1 includes descriptions of the current status of negotiations for each property. Attachment 2 contains supporting documentation detailing Solutia's most recent efforts to obtain access to properties for which Solutia has not obtained signed agreements.¹

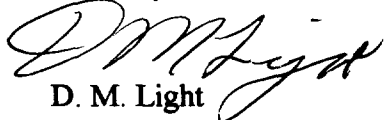
In light of the fact that Solutia continues to make slow, but steady progress toward obtaining access agreements, Solutia requests that U.S. EPA extend the "Obtain Access Agreements" schedule to August 15, 1999, with an interim status report due on August 1, 1999. Although Solutia is not submitting any additional properties to EPA for its assistance at this time, Solutia is

¹ Note that supporting documentation regarding all of the properties is not included. Only Solutia's most recent efforts are attached.

currently referring certain property owners to EPA if they have additional questions. Solutia is also placing EPA on notice that its assistance may be required at some point in the future for properties for which no agreements have been reached. As you can see by the descriptions of Solutia's efforts, some of these property owners have been either unresponsive or uncooperative in negotiating with Solutia.

If you have any questions, or if you would like to see any additional supporting documentation, we would be happy to meet with you upon request. We look forward to hearing from you soon.

Sincerely,

A handwritten signature in cursive script, appearing to read "D. M. Light".

D. M. Light
Manager, Remedial Projects
Solutia Inc.

Enclosures

CC: Thomas Martin, Esq. (w/enc.)
Joseph G. Nassif, Esq. (w/enc.)

Properties for which Solutia has obtained signed agreements

- James Hankins, G4
- Emily Hankins, G5
- Richard Stillman, CSB5
- Doris Tolbird, H1
- Thomas Owen, M1, M2, M3, M4, M5, M8, M9, M10, M11, M14
- Virgil Hallberg, CSE2
- Amrut & Sita Patel, CSC7
- Moto, Inc., G6, CSB1, CSB2
- Sterling Steel Foundry, Inc. (Industrial Gas Products – lessee), Site J
- Metro Construction Equipment, Inc. (Tony Lechner), L1
- Union Electric Co., CSF11, CSF14, CSF20, CSF21
- L. Keeley Paving & Construction Co., L5, L2
- Lawrence Keeley, L3
- Harold Wiese, G2, G3
- Anheuser-Busch, Inc., CSF12, CSF15-19, CSF23-25
- Albert Lauman, CSB6
- Metro East Sanitary District, CSF8, CSF 26-28, CSF31-35, CSF41
- Parks College (St. Louis University), CSE20, CSE38, CSE39

Properties for which Solutia is likely to obtain signed agreements

Cerro Copper Products Company, CSA1,I1, I2, G1

On June 3, 1999, Solutia received a fax from Richard Ricci, Cerro Copper's attorney, stating that "Cerro is prepared to enter into the Access Agreement that we have been negotiating." The final version of the Access Agreement was sent to Rich Ricci on June 7th. Solutia has not yet received the signed agreement, but expects to receive it in the near future.

Ruan Transport Corp., L4, L6

Multiple drafts of Ruan's Access Agreement have been exchanged during the past couple months. Solutia submitted the most recent version for Ruan's signature on June 25, 1999, and is currently waiting for a response. The following issues remain: (1) Ruan is requesting copies of any and all test results from sampling performed on Ruan's property, whether or not these results are incorporated into the Final Reports. Solutia would like to limit Ruan's access to test results that are ultimately incorporated into the Final Reports, given Solutia's concern about the release of unapproved data and the fact that Solutia is already permitting Ruan to be present during the sampling, and to obtain split samples, or to take its own samples. (2) Ruan is also requesting that Solutia keep its findings regarding the testing on Ruan's property confidential. Solutia has discussed this issue with Thomas Martin, and cannot agree to this provision.

Paul Sauget, CSF36

Solutia faxed the most recent draft of Paul Sauget's Access Agreement to Roberta Saielli, Paul Sauget's attorney, on June 22, 1999, and is waiting for a response. In Paul Sauget's May 28th e-mail, Paul Sauget requested that he be named as an additional insured on Solutia's contractor's CGL insurance policies. Solutia will request that this be done as soon as Paul Sauget agrees to sign an Access Agreement. Paul Sauget has also stated that Solutia must agree to indemnify him for personal injuries occurring on the property. Solutia has attempted to accommodate this request in the most recent version of the Access Agreement.

Village of Cahokia, CSF1-4, CSF6-7

Solutia contacted the Mayor's office on May 26, 1999, and June 29, 1999 to inquire as to the status of the Access Agreements for the Village of Cahokia's property. Solutia also planned to discuss this issue with the Mayor at a town hall meeting on June 29th.

Properties where no agreements have been reached

Alton & Southern Railroad, CSA2, I3

On May 10, 1999, Solutia discontinued its efforts to obtain an access agreement with Alton & Southern. Because the area Solutia plans to sample is on Alton & Southern's main rail line, the logistics of conducting the sampling are much more complicated than for the other properties involved in the EE/CA and RI/FS. Currently, Solutia (along with EPA) is investigating the possibility of moving the three piezometer clusters previously planned for this property off the rail line.

Mobil Oil Corp., N2

Since the submission of Solutia's May 18, 1999, status report, Solutia has received another letter from Mobil, requesting additional information regarding the sampling to be done, and Solutia's deadline for obtaining access agreements. Solutia responded to this letter on June 28th, attempting to provide Mobil with the most detailed and current information available. A recent title search for this parcel has confirmed that Socony-Vacuum Oil Co. Inc., a predecessor to Mobil, owns the property.

Rogers Cartage, Adjacent to Site H

Although Solutia requested EPA assistance for this property, it appears that Rogers Cartage's attorney, James Latta, is now ready to negotiate some kind of access agreement (although Solutia has not yet received a draft agreement). On June 1, 1999, Mr. Latta left a voicemail message stating that he thought he would be able to "hammer out" an agreement sometime during the second week of June. Solutia left a voicemail message following-up on this agreement on June 21st. Mr. Latta returned Solutia's call, stating that he hoped to have something out by the end of the week. Solutia is still waiting for a draft agreement from Mr. Latta.

Berry Black and David Thomas, N1

Berry Black and David Thomas own parcels located in N1. In March 1999, both Berry Black and David Thomas called Solutia, advising it that the parcel had been subdivided, and that each of them was willing to sign the agreement. Original agreements were forwarded to each party on April 19, 1999. Berry Black called on April 27, 1999, requesting a map, and requesting that Solutia coordinate access with him. Solutia forwarded the requested information on May 4th, and followed-up with a telephone call on May 24th. Because Solutia had not yet received any kind of response or acknowledgment from Mr. Black, Solutia forwarded two new agreements to him on June 29, 1999.

Solutia also sent a follow-up letter, along with two new agreements, to David Thomas on May 24, 1999. Solutia has not yet received a response from him. Due to the lack of response from Mr. Thomas, Solutia, in its last letter to Mr. Black, also inquired as to the best way to reach Mr. Thomas.

Pitzman School, CSC21

In a March 31, 1999 letter, Vincent Lopinot, attorney for Cahokia Unit School District, stated that he did "not believe that the school district would have any problem agreeing to the access agreement." Solutia has not yet received a signed agreement from the School. Solutia called Mr. Lopinot on May 17th to follow-up on the agreement. Then, on May 24th, Solutia forwarded two additional Access Agreement directly to Mr. Lopinot for the School's signature. Solutia followed-up again on June 29th with a telephone call, but has not yet received a response.

Properties where ownership is being investigated

CSF 22

The most recent title search for this property revealed that it is owned by St. Clair County. On June 29, 1999, an Access Agreement was sent to Mr. Joseph Meyer, the delinquent tax agent for the County, in order to procure the County's signature.

CSF 29 and CSF 30

According to EPA's records, CSF 29 was owned by J. Gish Jr. and Lucia Johnson. On May 7, 1999, Mr. Gish sent Solutia a letter advising us that he was not the owner of this property. CSF 30, according to EPA records, is owned by Donald Frailey. Solutia received an e-mail on May 3rd from Mr. Frailey stating that Metro East Sanitary District was the owner of the property, not Mr. Frailey. On May 12, 1999, Solutia faxed a letter to George Filcoff, attorney for Metro East Sanitary District, inquiring into Metro East's ownership of these parcels. Although Solutia has received a signed agreement from Metro East, Solutia has never received a response from it regarding whether it owns these two additional parcels. On June 18, 1999, Solutia requested that title searches be run on each of these parcels. Solutia is still waiting for results.

Mobil Oil Corp.
N2

THOMPSON COBURN

*Thompson Coburn LLP
Attorneys at Law*

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Facsimile

FOR IMMEDIATE DELIVERY

To	Firm Name	Phone	Fax
Craig H. Zimmerman	McDermott, Will & Emery	312-984-6495	312-984-7700

From: COLLEEN MICHUDA

Date: 06/28/1999

Message: PLEASE SEE ATTACHED LETTER.

Atty/Client/Matter No.: 2088/37669/02613

Total Number of Pages, including this page: 7

If you do not receive all of the pages, please call (314)552-6563 as soon as possible.

Thank you,

Fax Department - Operator: BN

Time of Transmittal: 6:28 A.M./P.M.

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June 28, 1999

Colleen E. Michuda

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EMAIL cmichuda@thompsoncoburn.com

VIA FACSIMILE & REGULAR MAIL

Mr. Craig H. Zimmerman
McDermott, Will & Emery
227 West Monroe St.
Chicago, IL 60606-5096

Re: Solutia Request for Access to Mobil Oil property in Cahokia, IL

Dear Craig:

I am writing in response to your May 18, 1999 letter requesting additional information regarding Solutia's request for access to Mobil Oil's property in Cahokia, Illinois. I apologize for the delay in response, but be assured that any delay was merely in an attempt to supply you with the most current and detailed information available to date. I will respond to each of your questions/requests in turn.

Regarding Solutia's deadline with USEPA, Solutia is still continuing to operate under the terms of the January 21, 1999 Administrative Order by Consent between USEPA and Solutia. The Order states that Solutia "shall use its (their) best efforts to obtain all necessary access agreements within 30 calendar days after the effective date of this Order, or as otherwise specified in writing by the RPM." The Order also states that Solutia shall submit a draft EE/CA and RI/FS Support Sampling Plan within thirty days of the effective date of the Order, with requested revisions due within twenty-one days of USEPA's notification of the required changes. As you can see, these original deadlines have been extended due to both ongoing revisions of the sampling plan, as well as additional issues that have arisen in conjunction with obtaining the required access agreements.

Under the original terms of the Order, USEPA contemplated that Solutia would obtain access prior to final approval of the sampling plan. To date, Solutia has obtained signed access agreements from eighteen landowners. Solutia continues to revise the sampling plan in accordance with USEPA's specifications; however, Solutia must be prepared to move forward with the actual sampling once USEPA issues its final approval. For that reason, Solutia is asking for your cooperation regarding access prior to ultimate approval of the sampling plan.

June 28, 1999

Page 2

Although I recognize that you would prefer a more "precise" description of the sampling and testing that will be performed on Mobil's property, the "precise" determination may not be finalized until Solutia's contractors are in the field conducting the testing. The most detailed information that I can provide to you at this point in time is a description of the Soil Gas Survey (attached) to be conducted at Site N, as required by the draft Support Sampling Plan, dated April 9, 1999. As you know, Mobil's property is at the southern border of Site N, and may be tested in conjunction with this Soil Gas Survey. Note, however, that "[a]ll sampling locations will be selected in the field with the concurrence of the USEPA or its designee."

As I mentioned to you in my May 17, 1999 letter, additional soil and/or groundwater sampling could be required by USEPA, but no final determination will be made until Solutia and its contractors, along with USEPA, are in the field conducting the sampling. To date, USEPA has not made specific comments with respect to the testing to be conducted on Mobil's property.

Finally, the following persons at USEPA, Region 5, have been working with Solutia on this project: (1) Michael McAteer, Remedial Project Manager (312-886-4663); and (2) Thomas Martin, Associate Regional Counsel (312-886-4273). Please contact either one of them with additional questions or concerns.

I hope that this information will encourage you to enter into an access agreement with Solutia. Thanks again for your timely consideration to this matter.

Very truly yours,

Thompson Coburn LLP

By 
Colleen E. Michuda

CEM/cem

Enclosures

CC: Thomas Martin, Esq.
Michael McAteer

entered to recover drums because of the danger inherent in such activities. Recovered drums will be overpacked and stored pending disposal. Any waste excavated that identifies the source of material present in the fill area will be noted in the field log and photographed.

Number of Test Trenches 20

All sampling locations will be selected in the field with the concurrence of the USEPA or its designee. Trenching equipment will be hired on a per day basis. If all or part of the planned 20 boundary trenches are finished before the end of a day, additional trenches will be installed at locations approved by the Agency for the remainder of the day provided these areas are covered by access agreements.

5.4 Waste Volumes

Waste volume will be determined using the areal extent information obtained from historical air photo analysis and boundary confirmation trenching and the depth of fill information obtained from the waste characterization borings at each site.

5.5 Soil Gas Survey

A soil gas survey will be conducted at Sites G, H, I, L and N using a shallow soil probe (5 ft.) and on-site analysis of collected vapors for VOCs. Soil gas samples will be collected at a frequency of one sample per acre. Each sample will be collected at the center point of each grid cell using the following grid spacings (Figures 5 and 6):

<u>Site</u>	<u>Grid Size</u>	<u>Grid Spacing</u>	<u>Number of Samples</u>
G	400 ft. by 600 ft.	200 ft by 200 ft.	6
H	400 ft. by 800 ft.	200 ft. by 200 ft.	8
I	400 ft. by 1200 ft.	200 ft. by 200 ft.	12
L	200 ft. by 200 ft.	200 ft. by 200 ft.	1
N	300 ft. by 300 ft.	200 ft. by 200 ft.	2

Total Number of Samples 29

If detectable concentrations of VOCs are found in the fill area soil gas samples, the survey will be extended beyond the boundary of the fill area. Soil gas samples will be collected at 100 ft. intervals (0, 100 and 200 ft. from the edge of the fill area) along four 200 ft. long transects (three samples per transect); one transect perpendicular to each side of the fill area. If VOCs are detected in soil gas at each of the five fill areas. It is anticipated that as many as 60 additional soil gas samples may be collected:

<u>Site</u>	<u>Number of Transects</u>	<u>Number of Samples</u>
G	4	12
H	4	12
I	4	12
L	4	12
N	4	<u>12</u>
Total Number of Samples		60

If twelve additional soil gas samples are not adequate to define the extent of VOC-containing soils associated with each fill area, additional soil gas samples will be collected at 100 ft. intervals along the four sampling transects at each fill area until the limits of the impacted fill are found. If soil gas surveys need to extend into areas for which there are no property access agreements, soil gas sampling will be suspended until access is obtained.

All sampling locations will be selected in the field with the concurrence of the USEPA or its designee.

5.6 Buried Drum and Tank Identification

5.6.1 Magnetometer Surveys

Magnetometer surveys will be conducted at Sites G, H, I, L and N to identify anomalies indicative of drum disposal or buried tanks. To determine whether or not the anomalies are

DRAFT

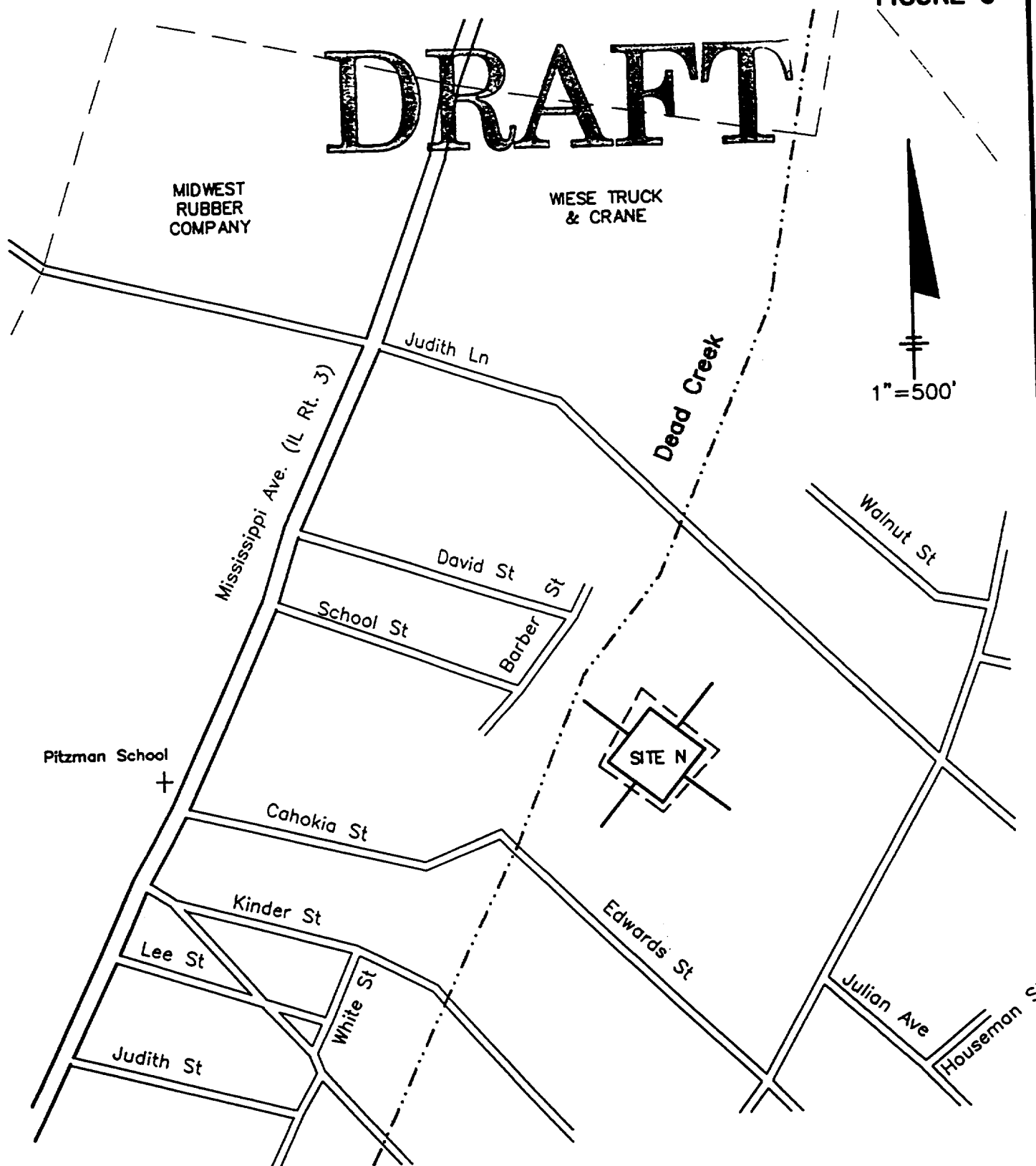
associated with buried drums or tanks, test trenches will be dug at anomalies that coincide with groundwater isoconcentrations greater than 10,000 ppb as identified by the 1998 Ecology and Environment Data Tables/Maps Report, SVE anomalies detected during the soil gas survey, magnetic anomalies identified by the 1988 Ecology & Environment geophysical surveys and areas of drum or tank disposal identified during historical air photo analysis of fill area boundaries. Magnetometer measurements will be made at locations determined by superimposing a 50 ft. by 50 ft. grid on the fill areas:

<u>Site</u>	<u>Grid Size</u>	<u>Grid Spacing</u>	<u>Measurements</u>
G	400 ft. by 600 ft.	50 ft. by 50 ft.	96
H	400 ft. by 800 ft.	50 ft. by 50 ft.	128
I	400 ft. by 1200 ft.	50 ft. by 50 ft.	192
L	200 ft. by 200 ft.	50 ft. by 50 ft.	16
N	300 ft. by 300 ft.	50 ft. by 50 ft.	36
Total Number of Measurements			468

Existing information on plume concentration, combined with information from the soil gas survey, will be used in evaluating whether or not magnetic anomalies indicate the presence of buried drums or tanks. Fill areas in Sauget Area 1 were used for disposal of municipal and industrial waste as well as construction debris. Magnetic anomalies are likely to be numerous, intense and wide spread in the fill areas. It is appropriate to use a screening method to identify those anomalies that should be excavated to determine if they are due to buried drums or tanks. Comparing groundwater and soil gas concentration highs with corresponding magnetic anomalies is a good method for selecting excavation locations. Coupling this information with prior geophysical surveys conducted by Ecology and Environment in 1988 and evaluation of historical air photo analysis to identify portions of the fill areas where drums or tanks were placed will allow selection of test trenching locations that focus on areas where tanks or large numbers of drums may be buried.

5.6.2 Test Trenches

FIGURE 6



SAUGET AREA 1 SUPPORT SAMPLING PLAN
SAUGET AND CAHOKIA, IL
SOIL GAS SURVEY SAMPLING GRID
AT SITE N

MCDERMOTT, WILL & EMERY
227 West Monroe Street
Chicago, Illinois 60606-5096
(312) 372-2000

MAY 18 PM 2:00

Main Facsimile No. (312) 984-7700
Facsimile Assistance
Outgoing Faxes: (312) 984-2147
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FACSIMILE

Date: May 18, 1999 Time Sent: _____

TO:

Name	Company	Facsimile No.	Contact No.
Colleen E. Michuda	Thompson Coburn	314/552-7000	

FROM: Craig H. Zimmerman Direct Phone: 312/984-6495
E-Mail: czimmerman@mwe.com Direct Fax: _____
Client/Matter/Tkpr: 37771-076-1085 Originals Follow by Mail: No
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Brussels Madrid
Lisbon Paris

MCDERMOTT, WILL & EMERY

May 18, 1999

VIA TELECOPY

Colleen E. Michuda, Esq.
Thompson Coburn
One Mercantile Center
St. Louis, Missouri 63101-1693
Telecopy: 314/552-7000

Re: Solutia Request for Access to Mobil Oil Property in Cahokia, IL

Dear Colleen:

I have reviewed and am responding to your letter of yesterday regarding the above-referenced request for access. Given that Solutia is requesting access to property which is presumably owned by Mobil and wants that access for the purposes of conducting environmental testing, it is not unreasonable to ask your client to provide us with the details of what it intends to do when it comes on to that property. Consequently, I am somewhat surprised by your letter. First, I understand your letter to indicate that you will make the plan available once it is finalized, but only at Mobil's cost. Second, you indicate that Solutia wants Mobil to enter into an access agreement before even Solutia knows what it will do on the property. Third, you indicate that Solutia's deadline with EPA is "quickly approaching" and that you need to enter into an access agreement "in the next few days."

In light of your letter, I would appreciate the following information:

- What is Solutia's deadline with USEPA and what precisely is it that Solutia is supposed to have accomplished by that date?
- Is it USEPA's position that Solutia must have secured the right of access to third-party property before Solutia's sampling plan is approved?
- Under the present draft of the sampling plan, precisely what does Solutia propose to do on the property it has identified as Mobil's?

no retaliation

*ask Mike Light
has the
sampling plan
been approved
yet?
yes → if
at all possible*

*yes →
extending
deadline*

Colleen E. Michuda, Esq.
May 18, 1999
Page 2

- Has USEPA previously commented on or modified the sampling Solutia proposes to do on the property it has identified as Mobil's?
- Who at USEPA have you been dealing with? (Specifically, to the extent Solutia intends to turn this matter over to USEPA for agency action, I would like the opportunity to discuss with that individual the reason why Mobil has not yet entered into an access agreement as of your deadline.)

3 get this
Michael McKee
+ Thomas Martin

Your prompt response to the foregoing would be greatly appreciated.

Kind regards,


Craig H. Zimmerman

CHZ:lo

cc: Jocelyn Adkins

1377107650CORCHZ.008

Berry Black & David Thomas
N1

THOMPSON COBURN

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June 29, 1999

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314-552-6563
FAX 314-552-7563
EMAIL cmichuda@thompsoncoburn.com

Mr. Berry Black
3505 Falling Springs Rd.
Cahokia, IL 62206

Re: Access Agreement for Parcel No. 01-35.0 204-006 (01-35.0 204-007) in Cahokia, IL

Dear Mr. Black:

In late April, 1999, I spoke with you regarding Solutia Inc.'s ("Solutia") request for access to property you own in Cahokia, Illinois. On May 4, 1999, I forwarded some additional information to you regarding the sampling that Solutia plans to conduct on your property. Although it was my understanding from our April telephone conversation that you were willing to grant Solutia access as long as Solutia agreed to work with you to coordinate the logistics of such access, I have not yet received a signed Access Agreement from you. I also attempted to contact you on May 24, 1999, but you have not responded to my voicemail message.

Because I have not received a response from you, I am forwarding to you two additional Access Agreements for your signature. Please sign both originals and return them to me at the above address. I will then return one Agreement, signed by Solutia, to you for your records.

It is my understanding that the parcel of property for which Solutia is requesting access has been subdivided. Although I have tried contacting David Thomas, the owner of the other parcel, I have not yet received a response from him. If you are aware of how to best contact Mr. Thomas, please let me know.

As you know, sampling on your property is required pursuant to a January 21, 1999 Administrative Order by Consent between U.S. EPA and Solutia. The most recent draft sampling plan calls for soil, groundwater, waste, and soil gas sampling on your property, as well as a geophysical survey. I hope you will consider signing the enclosed Access Agreements. I would be happy to answer any questions you may have regarding this Agreement, so please feel free to call. I could also provide to you the names of the persons at U.S. EPA with whom Solutia has been working if you prefer to speak with them.

June 29, 1999

Page 2

Thank you for your timely consideration to this matter, and I look forward to hearing from you in the near future.

Very truly yours,

Thompson Coburn LLP

By *Colleen E. Michuda*
Colleen E. Michuda

CEM/cem

Enclosures

ACCESS AGREEMENT

This Agreement is made as of the _____ day of _____, 1999 between Berry Black, a land owner in St. Clair County, Illinois, and Solutia, Inc., whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the property of the above-listed owner at the address listed below to perform certain tests and take samples of both soil and groundwater; and

WHEREAS, Berry Black is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. Berry Black hereby grants to Solutia a revocable license to enter upon real property owned by Berry Black located at 3505 Falling Springs Road, part of parcel number 01-35.0 204-006, for the purpose of sampling both soil and groundwater.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the work being performed by Solutia Personnel.

3. Solutia agrees that upon completion of the sampling and testing to be performed, all material and equipment shall be removed from the property, and said property will be restored as nearly as possible to its original state and condition. Solutia will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

4. As to the work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and

claims in connection with or arising out of any injury or damage to property, sustained in connection with or to have arisen out of the actual performance of the work hereunder. Solutia shall indemnify, defend and save harmless the land owner of the above-described property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees and experts' fees) directly resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor while working on the above-described property and thereby results in damage to the property that would not have otherwise occurred.

5. Berry Black shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions of which Berry Black has actual knowledge that might reasonably be expected to be damaged by the work to be performed hereunder or that might significantly interfere with the performance of the work provided herein.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

BY: _____
NAME: _____
ADDRESS: _____

PARCEL NUMBER(S):
part of parcel number 01-35.0 204-006

SOLUTIA INC.

BY: _____
TITLE: _____

Called Barry Black to follow-up 5/24/99
Left message to have him call me

THOMPSON COBURN

*Thompson Coburn LLP
Attorneys at Law*

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May 4, 1999

Colleen E. Michuda

314-552-6563
FAX 314-552-7563
EMAIL cmichuda@thompsoncoburn.com

Mr. Barry Black
3505 Falling Springs Rd.
Cahokia, IL 62206

Re: Access Agreement for Parcel No. 01-35.0 204-006 in Cahokia, IL

Dear Mr. Black:

Per our conversation last week, I have enclosed two maps highlighting the particular parcel of your property for which Solutia, Inc. ("Solutia") is requesting access. Solutia is aware that David Thomas owns a portion of this parcel. Currently, Solutia plans to conduct soil, groundwater, waste, and soil gas sampling on your property, as well as a geophysical survey. Per your request, Solutia will coordinate with you to arrange access since the property is fenced and locked.

As you know, this sampling is required pursuant to a January 21, 1999 Administrative Order by Consent between U.S. EPA and Solutia. I hope the enclosed information is useful to you. If you have any other questions, feel free to call me at the above number. Otherwise, please sign the two original Access Agreements submitted to you in my April 19, 1999 letter, and return them to me at the above address. I will then return one original, signed by Solutia, back to you for your files.

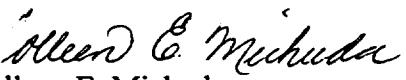
In our telephone conversation, you raised the question of whether you could be liable for any contamination found on your property. I am not in a position to advise you on such potential liability. Liability in this area is extremely fact intensive, and we do not have nearly enough facts to make any kind of determination.

Thanks again for your timely consideration to this matter. I look forward to hearing from you soon.

May 4, 1999
Page 2

Very truly yours,

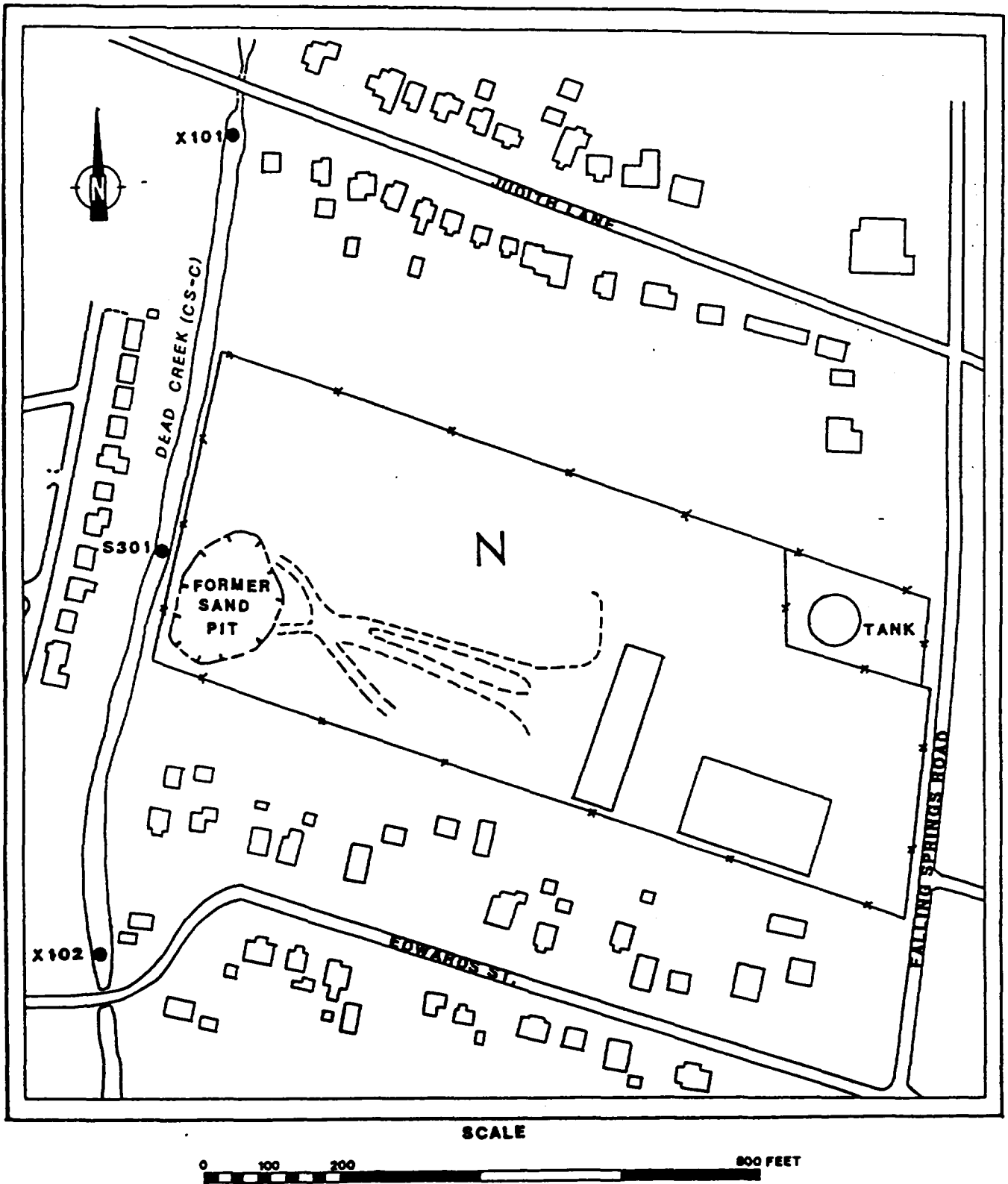
Thompson Coburn LLP

By 
Colleen E. Michuda

CEM/cem

Enclosures

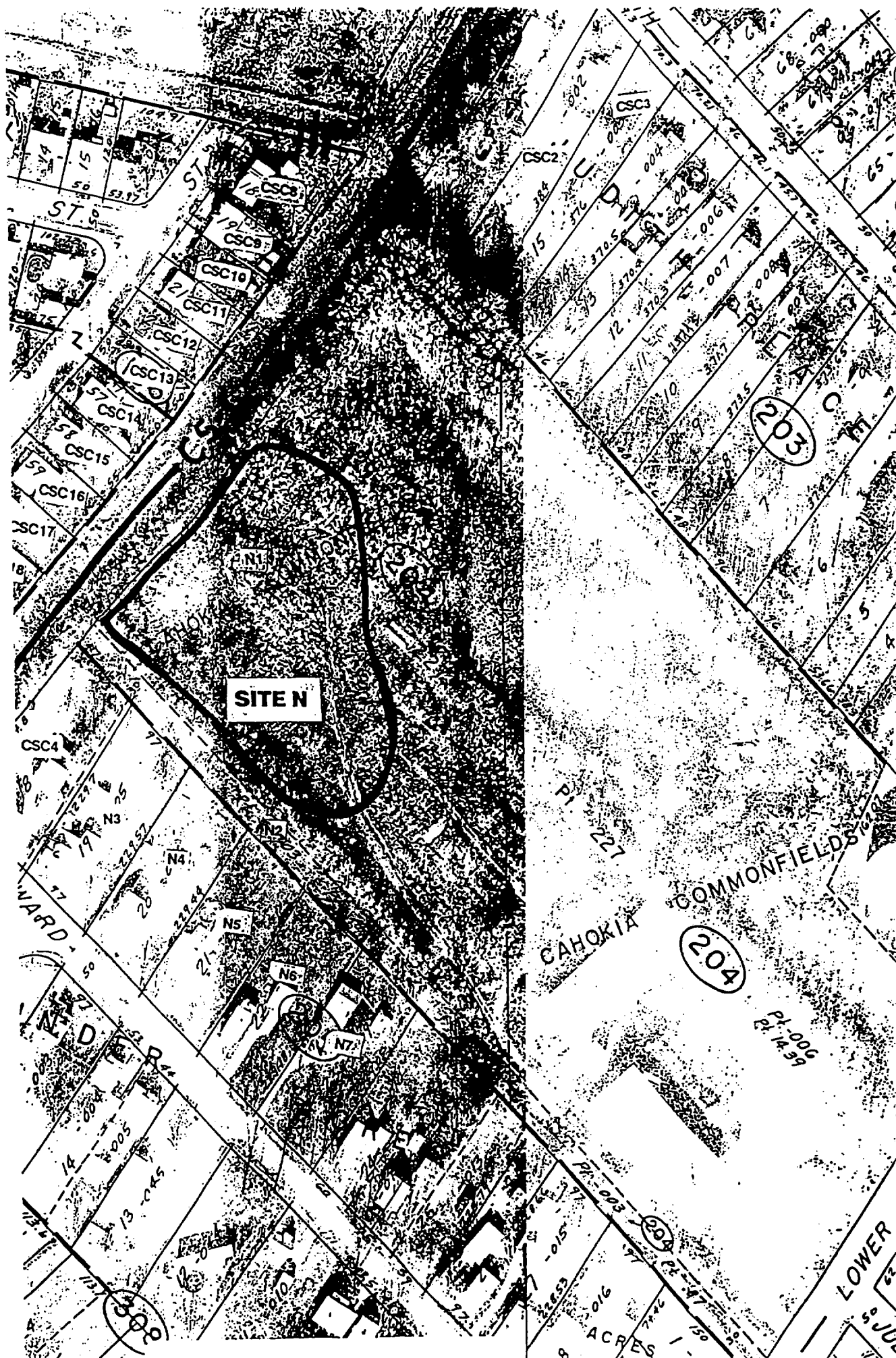
88 EOE R-0297



LEGEND

- X101 IEPA SEDIMENT SAMPLING LOCATION
- S301 IEPA SURFACE WATER SAMPLING LOCATION

FIGURE N-1
DEAD CREEK SITE AREA N WITH SAMPLING LOCATIONS IN CREEK SECTOR C



THOMPSON COBURN

*Thompson Coburn LLP
Attorneys at Law*

One Mercantile Center
St. Louis, Missouri 63101-1693
314-552-6000
FAX 314-552-7000
www.thompsoncoburn.com

May 24, 1999

Colleen E. Michuda

314-552-6563
FAX 314-552-7563
EMAIL cmichuda@thompsoncoburn.com

Mr. David Thomas
3525 Falling Springs Rd.
Cahokia, IL 62206

Re: 3505 Falling Springs Rd., Cahokia, IL 62206
Part of Parcel No. 01-35.0 204-006 (01-35.0 204-008)

Dear Mr. Thomas:

On February 26, 1999, and April 19, 1999, Solutia Inc. ("Solutia") forwarded to you a proposed Access Agreement that would permit Solutia and its contractors to access certain property you own in St. Clair County, Illinois.

In March, 1999, you indicated that you would be willing to sign this proposed Access Agreement. Since we have not yet heard back from you, I am assuming you may not have received our letter of April 19th. Therefore, I am enclosing two originals of the Access Agreement for your signature. Please sign both originals, and return them to me at the above address. I will then forward one executed original, signed by Solutia, back to you for your records.

As mentioned in Solutia's prior letters, the sole purpose of access is to conduct sampling activities on property that you own. These sampling activities are required pursuant to a January 21, 1999 Administrative Order by Consent between Solutia and the United States Environmental Protection Agency.

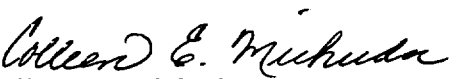
If you have any questions about the enclosed Agreement, please call me at 314-552-6563.
Thank you for your prompt attention to this matter.

May 24, 1999

Page 2

Very truly yours,

Thompson Coburn LLP

By 
Colleen E. Michuda

CEM/cem

Enclosures

ACCESS AGREEMENT

This Agreement is made as of the _____ day of _____, 1999 between David Thomas, a land owner in St. Clair County, Illinois, and Solutia, Inc., whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the property of the above-listed owner at the address listed below to perform certain tests and take samples of both soil and groundwater; and

WHEREAS, David Thomas is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. David Thomas hereby grants to Solutia a revocable license to enter upon real property owned by David Thomas located at 3505 Falling Springs Road, part of parcel number 01-35.0 204-006 (01-35.0 204-008), for the purpose of sampling both soil and groundwater.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the work being performed by Solutia Personnel.

3. Solutia agrees that upon completion of the sampling and testing to be performed, all material and equipment shall be removed from the property, and said property will be restored as nearly as possible to its original state and condition. Solutia will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

4. As to the work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and

claims in connection with or arising out of any injury or damage to property, sustained in connection with or to have arisen out of the actual performance of the work hereunder. Solutia shall indemnify, defend and save harmless the land owner of the above-described property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees and experts' fees) directly resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor while working on the above-described property and thereby results in damage to the property that would not have otherwise occurred.

5. David Thomas shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions of which David Thomas has actual knowledge that might reasonably be expected to be damaged by the work to be performed hereunder or that might significantly interfere with the performance of the work provided herein.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

BY: _____
NAME: _____
ADDRESS: _____

PARCEL NUMBER(S):
part of parcel number 01-35.0 204-006 (01-35.0
204-008)

SOLUTIA, INC.

BY: _____
TITLE: _____

March 12, 1999

To: File

- Sauget ACCESS
- Dave Thomas / Barry Black
- Site N

Barry Black called today to report that Dave Thomas had received a copy of the Sauget access agreement request. Mr. Black reported that his address was 3505 Falling Springs Road (in the metal building on the north side of the big water tank); that **Site N** had been sub divided and that he now owned most of the property (16 acres) closest to the creek. Dave Thomas still owns some of the property nearer to Falling Springs road.

He also reported that **Paul Takacs** and the IEPA had sampled the southeast corner of the property in 1987 in a "10 ft sq. area believed to be construction debris. They sampled down 40 ft. Didn't find much".

He agreed to sign the access agreement and send it next week.

Dave Thomas had called earlier in the week and said the same thing - and that his address was 3525 Falling Springs Rd. He also stated that Barry Black was the owner of **BiState Trucking**. Dave also agreed to sign the agreement.

Barry Black
3505 Falling Springs Rd.
Cahokia, IL
(618) 337-2507

Dave Thomas
3525 Falling Springs Rd.
Cahokia, IL

Mike Light

Pitzman School
CSC21

5/17/99

Called Vincent Lopinot re Cahokia School District & the access agreement.

Left a message to have him call me re the states

6/29/99 10:10 am

Still no response from Lopinot

Called again 618-234-2800

→ left a message w/ receptionist to have him call me

THOMPSON COBURN

*Thompson Coburn LLP
Attorneys at Law*

One Mercantile Center
St. Louis, Missouri 63101-1693
314-552-6000
FAX 314-552-7000
www.thompsoncoburn.com

May 24, 1999

Colleen E. Michuda

314-552-6563
FAX 314-552-7563
EMAIL cmichuda@thompsoncoburn.com

Mr. Vincent J. Lopinot
Dusek & Lopinot
201 South Illinois
Belleville, IL 62220

Re: Sauget Area I Access Agreement for Cahokia Unit School District #187
3431 Mississippi Ave.

Dear Mr. Lopinot:

On April 6, 1999, Solutia Inc. ("Solutia") forwarded to you a revised Access Agreement to permit Solutia to access property owned by the Cahokia Unit School District # 187 ("the School"), located at 3431 Mississippi Ave. in Cahokia, Illinois. Because we have not yet heard from you, I am forwarding two new agreements directly to you for the School's signature.

The purpose for access is soil and groundwater sampling, required pursuant to a January 21, 1999 Administrative Order by Consent between Solutia and U.S. EPA. If access is not obtained voluntarily, EPA will take some action to secure entry. Work on the School's parcel should be completed, once commenced, within sixty to ninety days with minimal disruption.

If the enclosed Agreement is acceptable to you, please have the School sign both originals, and return them to me at the above address. I will then return one original to you for your files. If you have any questions, do not hesitate to call. Thank you for your prompt attention to this matter.

Very truly yours,

Thompson Coburn LLP

By *Colleen E. Michuda*
Colleen E. Michuda
Enclosures

ACCESS AGREEMENT

This Agreement is made as of the _____ day of _____, 1999 between Cahokia Unit School District # 187, a land owner in St. Clair County, Illinois, and Solutia, Inc., whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the property of the above-listed owner at the address listed above to perform certain tests and take samples of both soil and groundwater; and

WHEREAS, Cahokia Unit School District # 187 is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. Cahokia Unit School District # 187 hereby grants to Solutia a revocable license to enter upon real property owned by Cahokia Unit School District # 187 located at 3431 Mississippi Ave., Cahokia, IL for the purpose of sampling both soil and groundwater.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the work being performed by Solutia Personnel.

3. Solutia agrees that upon completion of the sampling and testing to be performed, all material and equipment shall be removed from the property, and said property will be restored as nearly as possible to its original state and condition. Solutia will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

4. As to the work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to property, sustained in connection with or to have arisen out of the actual performance of the work hereunder. Solutia shall indemnify, defend and save harmless the land owner of the above-described property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees and experts' fees) directly resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor while working on the above-described property and thereby results in damage to the property that would not have otherwise occurred.

5. Cahokia Unit School District # 187 shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions of which Cahokia Unit School District # 187 has actual knowledge that might reasonably be expected to be damaged by the work to be performed hereunder or that might significantly interfere with the performance of the work provided herein.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

BY: _____
NAME: _____
ADDRESS: _____

SOLUTIA INC.

BY: _____
TITLE: _____



Solutia Inc.
10300 Olive Boulevard
P.O. Box 66760
St. Louis, Missouri 63166-6760
Tel/ 314-674-1000

April 6, 1999

Cahokia School District No. 187
1700 Jerome Lane
Cahokia, IL 62206
Attn: Vincent J. Lopinot

Re: Sauget Area I Access Agreement between Solutia Inc. and Cahokia Unit School District # 187 for access to property located at 3431 Mississippi Ave., Cahokia, IL 62206

Dear Mr. Lopinot:

I am in receipt of your letter of March 31, 1999 (attached), requesting that Solutia submit an access agreement in the name of Cahokia Unit School District # 187. The requested agreement is enclosed.

Repeating the request in the initial letter: On September 9th, 1998, the United States Environmental Protection Agency issued a special notice letter to some 26 companies, including Monsanto and Solutia. The letter provided that if these companies did not step forward, EPA would perform work on certain parcels of property, including property which we believe you own. Monsanto/Solutia is the only company to have come forward and reach an agreement with EPA.

The agreement with EPA provides that we need to secure access to conduct the Work as soon as possible. If access is not voluntarily given, EPA will take action to secure entry. The purpose for access is sampling only, although sampling may involve some drilling. The property will be restored once work is completed, which is estimated to take a year or so; however, work on your parcel should be completed, once commenced, in sixty to ninety days with minimal disruption.

If the attached agreement is acceptable, please sign the two originals and send them back to my attention. Solutia will sign them and return one of the originals to your attention. If you have questions please call me at (314) 674-1617. Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Michael Light". The signature is fluid and cursive, with the first name "D" being particularly large and stylized.

D. Michael Light
Manager, Remedial Projects
Solutia Inc.

Attachment

cc:

L. Tape, Esq. - Thompson Coburn

APR 0 5 1999

Dusek & Lopinot

Attorneys At Law

201 South Illinois
Belleville, Illinois 62220

(618) 234-2800

(618) 337-2121

FAX (618) 234-3075

Douglas E. Dusek
Vincent J. Lopinot
Jeffrey K. Watson

801 Range Lane
Cahokia, IL 62206

Jerome F. Lopinot
Of Counsel
(618) 792-5411

March 31, 1999

Solutia, Inc.
D. Michael Light
Manager, Remedial Projects
10300 Olive Boulevard
P. O. Box 66760
St. Louis, MO 63166-6760

RE: Pitzman School, Lot 191 of Cahokia Commons 3rd Subdivision

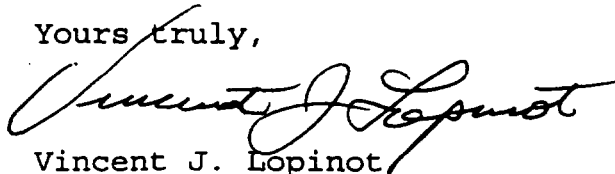
Dear Mr. Light:

I am the attorney for the Cahokia Unit School District #187. The Superintendent, Robert Bresnahan, handed me your letter of March 2, 1999, with regard to the special notice from the United States Environmental Protection Agency to your company. I do not believe that the school district would have any problem agreeing to the access agreement but we need a little more information.

I assume that the access agreement is for work on property known as Dead Creek. If you could confirm this and prepare the access agreement in the name of the Cahokia Unit School District #187, I will see that it is signed.

May I thank you for your attention.

Yours truly,



Vincent J. Lopinot

VJL/jlh

ACCESS AGREEMENT

This Agreement is made as of the _____ day of _____, 1999 between Cahokia Unit School District # 187, a land owner in St. Clair County, Illinois, and Solutia, Inc., whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the property of the above-listed owner at the address listed above to perform certain tests and take samples of both soil and groundwater; and

WHEREAS, Cahokia Unit School District # 187 is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. Cahokia Unit School District # 187 hereby grants to Solutia a revocable license to enter upon real property owned by Cahokia Unit School District # 187 located at 3431 Mississippi Ave., Cahokia, IL for the purpose of sampling both soil and groundwater.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the work being performed by Solutia Personnel.

3. Solutia agrees that upon completion of the sampling and testing to be performed, all material and equipment shall be removed from the property, and said property will be restored as nearly as possible to its original state and condition. Solutia will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

4. As to the work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to property, sustained in connection with or to have arisen out of the actual performance of the work hereunder. Solutia shall indemnify, defend and save harmless the land owner of the above-described property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees and experts' fees) directly resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor while working on the above-described property and thereby results in damage to the property that would not have otherwise occurred.

5. Cahokia Unit School District # 187 shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions of which Cahokia Unit School District # 187 has actual knowledge that might reasonably be expected to be damaged by the work to be performed hereunder or that might significantly interfere with the performance of the work provided herein.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

BY: _____
NAME: _____
ADDRESS: _____

SOLUTIA INC.

BY: _____
TITLE: _____

ACCESS AGREEMENT

This Agreement is made as of the _____ day of _____, 1999 between Cahokia Unit School District # 187, a land owner in St. Clair County, Illinois, and Solutia, Inc., whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the property of the above-listed owner at the address listed above to perform certain tests and take samples of both soil and groundwater; and

WHEREAS, Cahokia Unit School District # 187 is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. Cahokia Unit School District # 187 hereby grants to Solutia a revocable license to enter upon real property owned by Cahokia Unit School District # 187 located at 3431 Mississippi Ave., Cahokia, IL for the purpose of sampling both soil and groundwater.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the work being performed by Solutia Personnel.

3. Solutia agrees that upon completion of the sampling and testing to be performed, all material and equipment shall be removed from the property, and said property will be restored as nearly as possible to its original state and condition. Solutia will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

4. As to the work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to property, sustained in connection with or to have arisen out of the actual performance of the work hereunder. Solutia shall indemnify, defend and save harmless the land owner of the above-described property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees and experts' fees) directly resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor while working on the above-described property and thereby results in damage to the property that would not have otherwise occurred.

5. Cahokia Unit School District # 187 shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions of which Cahokia Unit School District # 187 has actual knowledge that might reasonably be expected to be damaged by the work to be performed hereunder or that might significantly interfere with the performance of the work provided herein.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

BY: _____
NAME: _____
ADDRESS: _____

SOLUTIA INC.

BY: _____
TITLE: _____

Ruan Transport Corp.
L4, L6

THOMPSON COBURN

Thompson Coburn LLP
Attorneys at Law
One Mercantile Center
St. Louis, Missouri 63101-1693
314-552-6000
FAX 314-552-7000

Facsimile

FOR IMMEDIATE DELIVERY

*on vacation
until 6/28*

To: Dale Hermeling, Esq.

Firm Name: The Stolar Partnership

Phone: 231-2800

Fax: 537669026139,4368400

From: Colleen Michuda

Date: Friday, June 25, 1999 9:43:02 AM

Message: Dale: Attached is a revised Access Agreement between Ruan and Solutia. This Agreement reflects Solutia's best attempt to accommodate your requests. The most recent changes are underscored. I would be happy to forward two originals to you for Ruan's signature if this is acceptable to you. Please call me at 552-6563 if you have questions. Thanks. -- Colleen

Total Number of Pages, including this page: 05

If you do not receive all of the pages, please call 314-552-6000 as soon as possible.

Thank you,

Fax Department - Operator: _____ Time of Transmittal: _____ A.M./P.M.

Confidentiality Note

The information contained in this facsimile transmission is legally privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this transmission is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this transmission is strictly prohibited. If you have received this transmission in error, please immediately notify us by collect telephone call and return the original transmission to us at the above address by U.S. mail. Thank you.

ACCESS AGREEMENT

This Access Agreement ("Agreement") is made as of the _____ day of _____, 1999 between Ruan Transport Corporation ("Ruan"), a land owner in St. Clair County, Illinois, and Solutia, Inc. ("Solutia"), whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the Property of the above-listed owner at the address listed below to perform certain tests and take samples of both soil and groundwater; and

WHEREAS, Ruan is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. Ruan hereby grants to Solutia a revocable license to enter upon real property owned by Ruan located on 3505 Falling Springs Road, Sauget/Cahokia, Illinois, parcel numbers 01-35.0-200-013 and 01-35.0-200-031, for the purpose of sampling both soil and groundwater.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the work being performed by Solutia Personnel.

3. Solutia shall notify Ruan at least five (5) business days prior to commencing testing on Ruan's property, and shall afford Ruan the opportunity to be present during the sampling, and to obtain split samples, or to draw its own samples.

4. Solutia agrees that upon the earlier of the completion of the sampling and testing to be performed, or within fifteen (15) days after the revocation of Solutia's right of access hereunder, all material and equipment shall be removed from the Property, and said Property will be restored as nearly as possible to its original state and condition. Solutia shall promptly and properly: (a) remove from the Property all soil cuttings, well development water and other contaminated materials of such cuttings, water and/or materials, and (b) close each monitoring well after such well is no longer needed as part of the sampling. Solutia will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing

professional standards for all areas of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

5. Solutia shall provide Ruan with a copy of final and approved correspondence and reports with respect to sampling and testing on Ruan's property that have been submitted to the appropriate government agencies by or on behalf of Solutia, as well as reports or other correspondence with respect to sampling and testing on Ruan's property received by or on behalf of Solutia from government agencies. Solutia shall also provide Ruan with a copy of the final test results and analytical data with respect to work performed on Ruan's property, as incorporated into the Final Reports approved by U.S. EPA. All copies shall be made at Ruan's expense.

6. As to the work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to property, sustained in connection with or to have arisen out of the actual performance of the work hereunder. Solutia shall indemnify, defend and save harmless the land owner of the above-described property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees and experts' fees) directly resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor while working on the above-described property and thereby results in damage to the property that would not have otherwise occurred.

7. Solutia's contractor engaged to undertake the sampling will have insurance of not less than the following amounts:

Workers' Compensation Statutory

Employer's Liability \$500,000 each accident

Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) -- \$1,000,000 each occurrence, combined single limit

Comprehensive or Commercial Automobile Liability (Bodily Injury and Property Damage) -- \$1,000,000 each occurrence, combined single limit

Professional Liability Insurance (Errors and Omissions) \$5,000,000 per claim and annual aggregate

Ruan shall be named as an additional insured on the above-listed Comprehensive/Commercial General Liability and Comprehensive/Commercial Automobile Liability policies. Ruan shall also receive a certificate of insurance from Solutia's contractor evidencing the above-listed coverage prior to Solutia's entry upon the Property.

8. Ruan shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions of which Ruan has actual knowledge that might reasonably be expected to be damaged by the work to be performed hereunder or that might significantly interfere with the performance of the work provided herein.

9. Solutia and its consultant agree to comply with all applicable federal, state and local laws, regulations, ordinances and permits, including the proper disposal of any soil or groundwater removed from the Property.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. All notices and other communication permitted or required hereunder shall be in writing and shall be deposited in the mail, postage prepaid, to a party at its address set forth below or to such other address as the party may specify by notice given to the other party.

If to Ruan:	Mike Smith Ruan Transport Corporation 3200 Ruan Center, 666 Grand Avenue Des Moines, Iowa 50309
-------------	--

With a copy to:	Dale E. Hermeling The Stolar Partnership 911 Washington Avenue St. Louis, Missouri 63102
-----------------	---

If to Solutia:	D. Michael Light Solutia Inc. 10300 Olive Boulevard St. Louis, Missouri 63166
----------------	--

With a copy to:	Joseph G. Nassif Thompson Coburn LLP One Mercantile Center St. Louis, Missouri 63101
-----------------	---

Notice shall be deemed to have been given as of the date actually received.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

RUAN TRANSPORT CORPORATION

BY: _____

NAME: _____

ADDRESS: _____

PARCEL NUMBER(S): 01-35.0-200-013 and
01-35.0-200-031

SOLUTIA INC.

BY: _____

TITLE: _____

The Stolar Partnership

911 Washington Avenue
Phone: 314-231-2800

St. Louis, Missouri 63101
Fax: 314-436-8400

FAX MESSAGE

To: <u>Colleen Michuda</u>	Fax No: <u>552-7000</u>
<u>Thompson Coburn</u>	Tel No: <u>552-6000</u>
From: <u>Dale Hermeling</u>	Date: <u>June 14, 1999</u>
Re: <u>Ruan Transport Corp.</u>	Client: <u>6271-001</u>

Number of pages including this page: 5

If you do not receive the transmission properly, please call 314-231-2800

Message:

Per our conversation, enclosed are my comments.

CONFIDENTIALITY NOTE: The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the addressee named above. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution or copying of this facsimile is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone and return the original message by U.S. Mail to us at the above address. It is the intention of the sender of this facsimile to preserve all protections and privileges attendant to the enclosed document. Thank you.

ACCESS AGREEMENT

This Access Agreement ("Agreement") is made as of the _____ day of _____, 1999 between Ruan Transport Corporation ("Ruan"), a land owner in St. Clair County, Illinois, and Solutia, Inc. ("Solutia"), whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the Property of the above-listed owner at the address listed below to perform certain tests and take samples of both soil and groundwater; and

WHEREAS, Ruan is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. Ruan hereby grants to Solutia a revocable license to enter upon real property owned by Ruan located on 3505 Falling Springs Road, Sauget/Cahokia, Illinois, parcel numbers 01-35.0-200-013 and 01-35.0-200-031, for the purpose of sampling both soil and groundwater.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the work being performed by Solutia Personnel.

3. Solutia shall notify Ruan at least five (5) business days prior to commencing testing on Ruan's property, and shall afford Ruan the opportunity to be present during the sampling, and to obtain split samples, or to draw its own samples.

4. Solutia agrees that upon ^{the earlier of} completion of the sampling and testing to be performed, all material and equipment shall be removed from the Property, and said Property will be restored as nearly as possible to its original state and condition. Solutia shall promptly and properly: (a) remove from the Property all soil cuttings, well development water and other contaminated materials of such cuttings, water and/or materials, and (b) close each monitoring well after such well is no longer needed as part of the sampling. Solutia will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing

15
within ten
(10) days for
revocation
of Solutia's
right of
access
hereunder

professional standards for all areas of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

Mike
Light

5. Solutia shall provide Ruan with a copy of final and approved correspondence and reports with respect to sampling and testing on Ruan's property that have been submitted to the appropriate government agencies by or on behalf of Solutia, as well as reports or other correspondence with respect to sampling and testing on Ruan's property received by or on behalf of Solutia from government agencies. Solutia shall also provide Ruan with a copy of the final test results and analytical data with respect to work performed on Ruan's property ~~as incorporated into the Final Reports approved by U.S. EPA.~~ All copies shall be made at Ruan's expense.

6. Solutia agrees to maintain and by delivery of the Access Agreement to its consultant will direct its consultant to maintain information regarding the environmental condition of the Property as confidential communications with U.S. EPA, or its contractor.

7. As to the work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to property, sustained in connection with or to have arisen out of the actual performance of the work hereunder. Solutia shall indemnify, defend and save harmless the land owner of the above-described property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees and experts' fees) directly resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor while working on the above-described property and thereby results in damage to the property that would not have otherwise occurred.

8. Solutia's contractor engaged to undertake the sampling will have insurance of not less than the following amounts:

Workers' Compensation Statutory

Employer's Liability 1,000,000
\$500,000 each accident

Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) -- \$1,000,000 each occurrence, combined single limit

Comprehensive or Commercial Automobile Liability (Bodily Injury and Property Damage) -- combined single limit of \$1,000,000 per occurrence, each occurrence

Ruan shall be named as an additional insured on the above-listed policies. Ruan shall also receive certificates of insurance evidencing the above-listed coverage prior to Solutia's entry upon the Property.

Professional Liability
Insurance (Errors and Omissions)

1152119

-2-

\$5,000,000 each occurrence

Comprehensive General Liability policy listed above maintained by Solutia's contractor performing work on Ruan's property, and shall receive a certificates of insurance evidencing the above-listed coverage

9. Ruan shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions of which Ruan has actual knowledge that might reasonably be expected to be damaged by the work to be performed hereunder or that might significantly interfere with the performance of the work provided herein.

10. Solutia and its consultant agree to comply with all applicable federal, state and local laws, regulations, ordinances and permits, including the proper disposal of any soil or groundwater removed from the Property.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. All notices and other communication permitted or required hereunder shall be in writing and shall be deposited in the mail, postage prepaid, to a party at its address set forth below or to such other address as the party may specify by notice given to the other party.

If to Ruan:

Mike Smith
Ruan Transport Corporation
3200 Ruan Center, 666 Grand Avenue
Des Moines, Iowa 50309

With a copy to:

Dale E. Hermeling
The Stolar Partnership
911 Washington Avenue
St. Louis, Missouri 63102

If to Solutia:

D. Michael Light
Solutia Inc.
10300 Olive Boulevard
St. Louis, Missouri 63166

With a copy to:

Joseph G. Nassif
Thompson Coburn LLP
One Mercantile Center
St. Louis, Missouri 63101

Notice shall be deemed to have been given as of the date actually received.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed
the day and year first above written.

BY: _____
NAME: _____
ADDRESS: _____

PARCEL NUMBER(S): 01-35.0-200-013 and
01-35.0-200-031

SOLUTIA, INC.

BY: _____
TITLE: _____

Paul Sauget
CSF36

Author: CMICHUDA@ThompsonCoburn.com at internet-solutia

Date: 6/30/99 11:04 AM

Normal

TO: COLLEEN E MICHUDA at MONSL305

Subject: FW: WorldSecure Notification

----- Message Contents

> -----Original Message-----

> From: Saielli, Roberta [SMTP:rsaielli@gcd.com]

> Sent: Wednesday, June 30, 1999 8:25 AM

> To: 'cmichuda@thompsoncoburn.com'

> Subject: FW: WorldSecure Notification

>

> We had a problem with our internet e-mail yesterday, so here is a message

> I

> sent you that was not delivered.

>

> Roberta Saielli

>

>

> Colleen:

>

> It arrived while I was on vacation last week. I reviewed it yesterday and

> forwarded it to Dan Hayes for review by fax yesterday. I will probably

> talk

> with him today or tomorrow about it, so I will contact you then. I got to

> it as soon as I returned from vacation. Sorry for the delay.

>

> Roberta

>

>

> -----Original Message-----

> From: Michuda, Colleen E. [mailto:CMICHUDA@ThompsonCoburn.com]

> Sent: Tuesday, June 29, 1999 9:40 AM

> To: 'rsaielli@gcd.com'

> Cc: Tape, Linda

> Subject: Paul Sauget Access Agreement

>

>

> Roberta: I am writing to verify that you received the fax I sent you on

> June

> 22, 1999, forwarding a revised access agreement to permit Solutia to

> access

> Paul Sauget's property in Cahokia, Illinois. Please call me

> (314-552-6563)

> or Linda Tape (314-552-6111) with questions or comments. Thanks.

>

> -- Colleen Michuda

>

>

> 06/29/99

> 11:14:43-----

> --

> -----

>

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> It

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> intended
> only for the individual or entity named above. It is prohibited for
> anyone else to disclose, copy, distribute or use the contents of this
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> are not to be attributed to Gardner, Carton & Douglas, and may not be
> copied or distributed without this disclaimer. If you received this
> message
> in error, please notify us immediately at postmaster@gcd.com or (312)
> 644-3000.
>
>

Michuda, Colleen E.

From: Michuda, Colleen E.
Sent: Tuesday, June 29, 1999 9:40 AM
To: 'rsaielli@gcd.com'
Cc: Tape, Linda
Subject: Paul Sauget Access Agreement

Roberta: I am writing to verify that you received the fax I sent you on June 22, 1999, forwarding a revised access agreement to permit Solutia to access Paul Sauget's property in Cahokia, Illinois. Please call me (314-552-6563) or Linda Tape (314-552-6111) with questions or comments. Thanks.

-- Colleen Michuda

THOMPSON COBURN

*Thompson Coburn LLP
Attorneys at Law*

One Mercantile Center
St. Louis, Missouri 63101-1693
314-552-6000
FAX 314-552-7000
www.thompsoncoburn.com

Facsimile

FOR IMMEDIATE DELIVERY

To	Firm Name	Phone	Fax
Ms. Roberta M. Saielli	Gardner, Carton & Douglas	312-644-3000	312-644-3381

From: COLLEEN MICHUDA

Date: 06/22/1999

Message: ROBERTA: ATTACHED IS A REVISED ACCESS AGREEMENT TO ALLOW SOLUTIA TO ACCESS PAUL SAUGET'S PROPERTY IN CAHOKIA, ILLINOIS. PARAGRAPHS 5 AND 6 ATTEMPT TO ADDRESS THE CONCERNS EXPRESSED IN YOUR MAY 28, 1999 E-MAIL. ALSO ATTACHED IS THE INDEMNITY PORTION OF SOLUTIA'S CONTRACT WITH ITS CONTRACTOR (SEE PARAGRAPH 5). NOTE THAT MONSANTO HAS ASSIGNED THIS CONTRACT TO SOLUTIA. PLEASE CALL ME AT 314-552-6563 OR E-MAIL ME WITH YOUR COMMENTS ON THIS REVISED AGREEMENT. IF IT IS ACCEPTABLE TO YOU, I WOULD BE HAPPY TO FORWARD THE ORIGINALS TO YOU FOR SIGNATURE. THANK YOU. SINCERELY, COLLEEN MICHUDA

Atty/Client/Matter No.: 2088/37669/02613

Total Number of Pages, including this page: 5

If you do not receive all of the pages, please call (314)552-6563 as soon as possible.

Thank you,

Fax Department - Operator: _____

Time of Transmittal: _____ A.M./P.M.

Confidentiality Note

The information contained in this facsimile transmission is legally privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this transmission is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this transmission is strictly prohibited. If you have received this transmission in error, please immediately notify us by collect telephone call and return the original transmission to us at the above address by U.S. mail. Thank you.

ACCESS AGREEMENT

This Agreement is made as of the _____ day of _____, 1999 between Paul Sauget, a land owner in St. Clair County, Illinois, and Solutia, Inc., whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the property of the above-listed owner at the address listed above to perform certain tests and take sediment, surface water, and biological samples.

WHEREAS, Paul Sauget is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. Paul Sauget hereby grants to Solutia a revocable license to enter upon real property owned by Paul Sauget located at Levins Drive, Cahokia, Illinois (Parcel No. 06-04.0-400-012) (hereinafter referred to as the "Real Property") for the purpose of taking sediment, surface water, and biological samples (hereinafter the "Work").

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia in writing to Paul Sauget, and whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel"), as designated by Solutia in writing to Paul Sauget, for the purpose of monitoring the Work being performed by Solutia Personnel. Notice shall be given by Solutia to Paul Sauget at least two business days prior to the first day upon which Solutia Personnel or Government Personnel intend to enter onto the Real Property. Access shall be granted at reasonable times, during daylight hours, and solely as necessary for the purposes for which Solutia Personnel and/or Government Personnel are required to be on the Real Property to conduct the sampling activities specifically required to be performed on the Real Property, as set forth in the Work Plan, attached hereto as Attachment A. Said access shall terminate at such time as the specific requirements of the Work Plan that require access to the Real Property are completed. Solutia shall notify Paul Sauget in writing that the Work has been completed within five (5) business days of completion of the Work. In no event shall such access continue for more than six (6) months from the first date upon which Solutia Personnel or Government Personnel enter onto the Real Property.

3. Solutia agrees that upon completion of the sampling and testing to be performed, all material and equipment shall be removed from the Real Property, and said Real Property will be restored as nearly as possible to its original state and condition. Solutia will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel.

Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

4. As to the Work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to property sustained in connection with or to have arisen out of the performance of the Work hereunder. Solutia shall indemnify, defend, save harmless, and release the land owner of the Real Property, his heirs and assigns, from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees and experts' fees) resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the Real Property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor and/or Government Personnel while working on the Real Property and thereby results in damage to the Real Property that would not have otherwise occurred. This indemnity does not cover any preexisting conditions on the Real Property, except to the extent that such condition was caused by Solutia, and/or its predecessor in interest.

5. Solutia shall indemnify and hold Paul Sauget harmless, to the extent Solutia is indemnified by its contractor, for liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to persons sustained in connection with or to have arisen out of the performance of the Work hereunder.

6. Paul Sauget shall be named as an additional insured on Solutia's contractor's Commercial General Liability, and Comprehensive/Commercial Automobile Liability policies.

7. Paul Sauget shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions of which Paul Sauget has actual knowledge that might reasonably be expected to be damaged by the Work to be performed hereunder or that might significantly interfere with the performance of the Work provided herein. Solutia and/or its contractor shall contact the Joint Utility Locating Information for Excavators ("JULIE") prior to conducting any activities that might cause damage to underground utility lines, and shall take all reasonable precautions to avoid causing damage to any such utility lines that are present on or under the Real Property.

8. Whenever notice is required to be given to Paul Sauget under this Access Agreement, said notice shall be in writing, and shall be sent certified or registered mail to the following:

Paul Sauget
c/o Daniel Hayes, Esq.
3540 North Belt West, Suite A
Belleville, IL 62226-5975

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed
the day and year first above written.

BY: _____
NAME: _____
ADDRESS: _____

SOLUTIA INC.

BY: _____
TITLE: _____

CH01/12003268.3
DRAFT 06/22/99 5:14 PM

ARTICLE 9.0 INDEMNITY

9.1 Consultant agrees to indemnify and save Monsanto and its directors, officers and employees harmless against all liability, loss, damage, costs and expenses (including cost of defense and reasonable attorneys' fees) which any or all of them may hereafter suffer themselves or pay out to another (by reason of any claim, action, or right of action, at law or in equity) because of any injury (including death) to any person or damage to any property which arises out of or is in connection with the performance of the Work and occurs to, or is caused in whole or in part by, Consultant (or its employees) or any person, firm or corporation (or any employee thereof) directly or indirectly employed or engaged by Consultant. Consultant agrees that if Monsanto so requests, Consultant shall defend any such claim, action or right of action.

9.2 Notwithstanding the provisions of paragraph 9.1 hereof, Monsanto agrees that Consultant shall not be liable to Monsanto for loss, damage, costs and expenses as aforesaid:

9.2.1 resulting solely from errors or omissions in Consultant's engineering or design work hereunder (other than that not done in a workmanlike manner) performed completely under, and in accordance with, the direct technical supervision of Monsanto, or

9.2.2 to the extent resulting from the negligence of Monsanto, its directors, officers or employees.

9.3 Monsanto agrees that, with respect to occurrences caused by errors or omissions in Consultant's performance of professional engineering hereunder, the provisions of paragraph 9.1 shall be applicable only to the extent caused by negligent acts, errors or omissions of Consultant in the performance of the Work.

Michuda, Colleen E.

Paul Sauget

From: Tape, Linda
Sent: Friday, May 28, 1999 3:36 PM
To: Michuda, Colleen E.
Subject: FW: Sauget Access Agreement

—Original Message—

From: Saielli, Roberta [mailto:rsaielli@gcd.com] <mailto:[mailto:rsaielli@gcd.com]>
Sent: Friday, May 28, 1999 3:17 PM
To: 'ltape@thompsoncohorn.com'
Cc: Kissel, Richard.
Subject: Sauget Access Agreement

Linda:

We received the revised Access Agreement for the Sauget property. We understand that you agreed with most of our proposed changes, except for the indemnification for personal injury. Our concern in that regard is that if Solutia Personnel and Government Personnel are injured on the property, Paul Sauget should not be held responsible for those injuries. Perhaps there is some way that we can cover that concern. Also, we would expect that Paul Sauget would be added as an additional insured on any liability policies of Solutia or its contractors for the Site work.

Please contact me next week to discuss these issues.

Thanks. Have a great holiday!

Roberta Saielli

05/28/99 15:16:09

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Michuda, Colleen E.

Paul Sauget

From: Michuda, Colleen E.
Sent: Wednesday, May 19, 1999 3:42 PM
To: 'rsaielli@gcd.com'
Subject: Sauget Access Agreement

p3jv01!.DOC

p3*q02!.DOC

o erta: I'm sorry. You should be able to open them now. Let me know if you are still having problems (314-552-6563). -- Colleen

Michuda, Colleen E.

From: Saielli, Roberta [rsaielli@gcd.com]
Sent: Wednesday, May 19, 1999 3:35 PM
To: 'Michuda, Colleen E.'
Subject: RE: Paul Sauget revised Access Agreements

Colleen:

I received your e-mail, but the documents came through as references to documents on your system, rather than actual copies of documents. Can you please resend the documents? I cannot open them.

Thanks.

Roberta

-----Original Message-----

From: Michuda, Colleen E. [mailto:CMICHUDA@ThompsonCoburn.com]
Sent: Wednesday, May 19, 1999 3:34 PM
To: 'rsaielli@gcd.com'
Cc: Tape, Linda
Subject: Paul Sauget revised Access Agreements

Roberta: Per Linda Tape's request, I am sending you a revised Access Agreement (redlined and clean copies attached) incorporating most of the changes suggested in the version you e-mailed to us yesterday. Please review this agreement, and call me at 552-6563 if you have any questions. Thank you.

-- Colleen Michuda

<<p3jv01!.DRF>> <<p3\$q02!.DRF>>

05/19/99 15:34:53-----

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=====

Michuda, Colleen E.

Paul Sauget

From: Michuda, Colleen E.
Sent: Wednesday, May 19, 1999 3:34 PM
To: 'rsaielli@gcd.com'
Cc: Tape, Linda
Subject: Paul Sauget revised Access Agreements

p3jv011.DRF

p3sq021.DRF

O erta: Per Linda Tape's request, I am sending you a revised Access Agreement (redlined and clean copies attached) incorporating most of the changes suggested in the version you e-mailed to us yesterday. Please review this agreement, and call me at 552-6563 if you have any questions. Thank you.
-- Colleen Michuda

ACCESS AGREEMENT

This Agreement is made as of the _____ day of _____, 1999 between Paul Sauget, a land owner in St. Clair County, Illinois, and Solutia, Inc., whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the property of the above-listed owner at the address listed above to perform certain tests and take ~~samples of both~~ sediment ~~and~~ surface water, ~~and~~ biological samples.

WHEREAS, Paul Sauget is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. Paul Sauget hereby grants to Solutia a revocable license to enter upon real property owned by Paul Sauget located at Levins Drive, Cahokia, Illinois (Parcel No. 06-04.0-400-012) (hereinafter referred to as the "Real Property") for the purpose of sampling taking sediment ~~and~~ surface water, ~~and~~ biological samples (hereinafter the "Work"). ~~Said license shall be revocable at the sole discretion of Paul Sauget.~~

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia in writing to Paul Sauget, and whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel"), as designated by Solutia in writing to Paul Sauget, for the purpose of monitoring the Work being performed by Solutia Personnel. Notice shall be given by Solutia to Paul Sauget at least two business days prior to the first day upon which Solutia Personnel or Government Personnel intend to enter onto the Real Property. Access shall be granted at reasonable times, during daylight hours, and solely as necessary for the purposes for which Solutia Personnel and/or Government Personnel are required to be on the Real Property to conduct the ~~sediment and surface water~~ sampling activities specifically required to be performed on the Real Property, as set forth in the Work Plan, attached hereto as Attachment A. Said access shall terminate at such time as the specific requirements of the Work Plan that require access to the Real Property are completed. Solutia shall notify Paul Sauget in writing that the Work has been completed within five (5) business days of completion of the Work. In no event shall such access continue for more than six (6) months from the first date upon which Solutia Personnel or Government Personnel enter onto the Real Property.

3. Solutia agrees that upon completion of the sampling and testing to be performed, all material and equipment shall be removed from the Real Property, and said Real Property will be restored as nearly as possible to its original state and condition. Solutia will use all

reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

4. As to the Work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to property ~~or persons~~, sustained in connection with or to have arisen out of the performance of the Work hereunder. Solutia shall indemnify, defend, save harmless, and release the land owner of the Real Property, his heirs and assigns, from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees and experts' fees) resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the Real Property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor and/or Government Personnel while working on the Real Property and thereby results in damage to the Real Property that would not have otherwise occurred. This indemnity does not cover any preexisting conditions on the Real Property, except to the extent that such condition was caused by Solutia, and/or its predecessor in interest.

Insurance: Paul Sauget shall be named as an additional insured on Solutia's Contractors Comprehensive or Auto.

68. Paul Sauget shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions of which Paul Sauget has actual knowledge that might reasonably be expected to be damaged by the Work to be performed hereunder or that might significantly interfere with the performance of the Work provided herein. Solutia and/or its contractor shall contact the Joint Utility Locating Information for Excavators ("JULIE") prior to conducting any activities that might cause damage to underground utility lines, and shall take all reasonable precautions to avoid causing damage to any such utility lines that are present on or under the Real Property.

76. Whenever notice is required to be given to Paul Sauget under this Access Agreement, said notice shall be in writing, and shall be sent certified or registered mail to the following:

Paul Sauget
c/o Daniel Hayes, Esq.
3540 North Belt West, Suite A
Belleville, IL 62226-5975

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

BY: _____
NAME: _____
ADDRESS: _____

SOLUTIA INC.

BY: _____
TITLE: _____

CH01/12003268.3
DRAFT ~~05/18/99~~ 05/19/99 2: 46 18 PM

ACCESS AGREEMENT

This Agreement is made as of the _____ day of _____, 1999 between Paul Sauget, a land owner in St. Clair County, Illinois, and Solutia, Inc., whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the property of the above-listed owner at the address listed above to perform certain tests and take sediment, surface water, and biological samples.

WHEREAS, Paul Sauget is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. Paul Sauget hereby grants to Solutia a revocable license to enter upon real property owned by Paul Sauget located at Levins Drive, Cahokia, Illinois (Parcel No. 06-04.0-400-012) (hereinafter referred to as the "Real Property") for the purpose of taking sediment, surface water, and biological samples (hereinafter the "Work").

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia in writing to Paul Sauget, and whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel"), as designated by Solutia in writing to Paul Sauget, for the purpose of monitoring the Work being performed by Solutia Personnel. Notice shall be given by Solutia to Paul Sauget at least two business days prior to the first day upon which Solutia Personnel or Government Personnel intend to enter onto the Real Property. Access shall be granted at reasonable times, during daylight hours, and solely as necessary for the purposes for which Solutia Personnel and/or Government Personnel are required to be on the Real Property to conduct the sampling activities specifically required to be performed on the Real Property, as set forth in the Work Plan, attached hereto as Attachment A. Said access shall terminate at such time as the specific requirements of the Work Plan that require access to the Real Property are completed. Solutia shall notify Paul Sauget in writing that the Work has been completed within five (5) business days of completion of the Work. In no event shall such access continue for more than six (6) months from the first date upon which Solutia Personnel or Government Personnel enter onto the Real Property.

3. Solutia agrees that upon completion of the sampling and testing to be performed, all material and equipment shall be removed from the Real Property, and said Real Property will be restored as nearly as possible to its original state and condition. Solutia will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel.

Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

4. As to the Work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to property sustained in connection with or to have arisen out of the performance of the Work hereunder. Solutia shall indemnify, defend, save harmless, and release the land owner of the Real Property, his heirs and assigns, from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees and experts' fees) resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the Real Property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor and/or Government Personnel while working on the Real Property and thereby results in damage to the Real Property that would not have otherwise occurred. This indemnity does not cover any preexisting conditions on the Real Property, except to the extent that such condition was caused by Solutia, and/or its predecessor in interest.

5. Paul Sauget shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions of which Paul Sauget has actual knowledge that might reasonably be expected to be damaged by the Work to be performed hereunder or that might significantly interfere with the performance of the Work provided herein. Solutia and/or its contractor shall contact the Joint Utility Locating Information for Excavators ("JULIE") prior to conducting any activities that might cause damage to underground utility lines, and shall take all reasonable precautions to avoid causing damage to any such utility lines that are present on or under the Real Property.

6. Whenever notice is required to be given to Paul Sauget under this Access Agreement, said notice shall be in writing, and shall be sent certified or registered mail to the following:

Paul Sauget
c/o Daniel Hayes, Esq.
3540 North Belt West, Suite A
Belleville, IL 62226-5975

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

BY: _____
NAME: _____
ADDRESS: _____

SOLUTIA INC.

BY: _____
TITLE: _____

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